

1. Purpose. The parties **enter** into this Joint Powers Agreement in order to provide for mutual and common efforts regarding the preparation, funding and direction of litigation and related activities pertaining to land use and resource management actions by federal agencies which affect the parties and the economies of their areas. Each of the counties shall have exclusive control over the expenditure of its money. In other words, each county board will divert the expenditure of its funds towards passage of specific legislation or handling specific litigation and the joint powers group will not expend those monies for any other purposes.

2. Scope. The parties shall form a committee made up of one representative from each party, or may act through the existing Coalition of Counties if all parties are members of the Coalition. The committee shall direct the administering agency and authorize it to act on behalf of the parties. The combined efforts of the parties shall be referred to as the "Joint Powers Group". The committee shall by majority vote of the members determine all matters relating to management, coordination, expenditure, purposes, administration and disbursement of all funds available and shall specify all contract terms of any contracts entered into by the Joint Powers Group which shall not be inconsistent with other provisions of the laws of the States of Arizona and New Mexico. No contract **entered** into by the Joint Powers Group shall be effective until approved by the **governing** body of each party.

3. Administering Agency. The Joint Powers Group may designate any one of the above member counties to become the administering agency to carry out

the directives of the Joint Powers Group and to receive, administer and account for all funds received and expended by the Joint Powers Group.

4. Funding. The administering agency may accept contributions from the parties and from other sources for the purposes set forth herein.

5. Disbursement of Funds. The administering agency will administer disbursements of funds pursuant to the direction of the Committee. The administering agency shall administer funds in compliance with applicable state laws and regulations, and otherwise by direction of the Committee. It is recognized that all contracting and expending of appropriated funds may be subject to the provisions of the New Mexico Procurement Code and any other applicable laws of the States of New Mexico and Arizona. The administering agency shall be strictly accountable to the Joint Powers Group for all receipts and disbursements of funds. All contracts entered into by the administering agency on behalf of the Joint Powers Group shall contain a clause requiring strict accountability by contractors for receipt and disbursement of all funds.

6. Term. This Agreement shall not become effective until approved by the governing bodies of all parties and the Secretary of the New Mexico Department of Finance and Administration and also as to the Arizona parties when filed with the Arizona Secretary of State after approval by each county's legal counsel. This Agreement shall continue indefinitely, until terminated by the parties.

7. Participation. Other parties than those designated herein shall be allowed to participate in the Agreement by majority vote of the Committee. Any party may, however, withdraw from participation under this Agreement by providing

Lincoln County Commission

P.O. Box 711

Carrizozo, NM 88301

Luna County Commission

Luna County Courthouse

Deming, NM 88030

Sierra County Commission

311 Date Street

Truth or Consequences, NM 87901

Socorro County Commission

P.O. Box 1

Socorro, NM 87801

Torrance County Commission

P.O. Box 48

Estancia, NM 87016

Apache County Board of Supervisors

P.O. Box 428

St. Johns, AZ 85936

Cochise County Board of Supervisors

P.O. Box 225

Bisbee, AZ 85603

Gila County Board of Supervisors

1400 East Ash Street

Globe, AZ 85501

Graham County Board of Supervisors

800 Main Street

Safford, AZ 85546

Greenlee County Board of Supervisors

P.O. Box 908

Clifton, AZ 85533

Navajo County Board of Supervisors

P.O. Box 668

Holbrook, AZ 86025

17. As to the Arizona parties, notice is hereby given that this agreement may be terminated pursuant to A.R.S. 38-511 for violating the Arizona conflict of interest statute.

18. Severability. If any part or application of this Agreement is held to be invalid, the remainder, or its application to other situations or persons, shall not be affected.

Approved as to form and **within the power** and authority of their clients by: :

\_\_\_\_\_  
APACHE COUNTY ATTORNEY  
DATE:\_\_\_\_\_

\_\_\_\_\_  
COCHISE COUNTY ATTORNEY  
DATE:\_\_\_\_\_

\_\_\_\_\_  
GILA COUNTY ATTORNEY  
DATE:\_\_\_\_\_

\_\_\_\_\_  
GRAHAM COUNTY ATTORNEY  
DATE:\_\_\_\_\_

\_\_\_\_\_  
GREENLEE COUNTY ATTORNEY  
DATE:\_\_\_\_\_

\_\_\_\_\_  
NAVAJO COUNTY ATTORNEY  
DATE:\_\_\_\_\_